

**CABLE TELEVISION FRANCHISE AGREEMENT**

between

**CABLE AMERICA CORPORATION**

&

**THE FRANCHISING AUTHORITY FOR  
FORT LEONARD WOOD, MISSOURI**

1. Scope of Agreement. This CATV Franchise Agreement together with the proposal submitted by the Franchisee, constitutes the entire agreement setting forth the terms and conditions under which the Franchisee is hereby granted a non-exclusive right to enter the installation and thereon to construct, install, and to maintain facilities and equipment; to utilize specified property; and to solicit subscribers (institutional and non-institutional) for the sole purpose of providing cable service, provided Franchisee complies with the requirements of AR 210-7 and the Fort Leonard Wood supplement thereto prior, and solely with respect to, conducting any door-to-door solicitation. Except as expressly provided herein, this Franchise Agreement in no way obligates the Franchising Authority or any person or entity at anytime to reimburse the Franchisee for any costs, fixed or otherwise, required to put a CATV system into operation on the installation for the provision of cable services to any category of subscribers. Liability for any and all user and connection fees for the provision of services to on-installation subscribers shall be established by separate agreements between the Franchisee and the subscribers. This Agreement shall in no way prevent the Franchising Authority or any person or entity from independently utilizing a Master Antenna Television (MATV) System where it so desires. Nor shall this Agreement prevent on-installation subscribers from utilizing any single purpose antenna system or other off-the-air television reception system.

2. Definitions.

- a. "Basic Service". A service tier which includes the retransmission of local television broadcast signals.
- b. "Cable Television (CATV) Services" Any cable service including, without limitation, Basic Service and/or Premium Service, which is distributed over the CATV System.
- c. "Cable Television (CATV) System." A system of antennas, cables, wires, lines, fiber optic cables, towers, waveguides or other conductors, converters, equipment or facilities, used for distributing video programming to Subscribers, and/or producing, receiving, carrying, amplifying, storing, processing, or distributing audio, video, digital or other forms of electrical signals to, from and between Subscribers and other users.

d. "Command/Educational Channels." The cable channels which are designated as Government access facility for use by the Franchising Authority and the command of Fort Leonard Wood, Missouri that provide education/training viewing.

e. "Connection Fee." The charge, if any, imposed on a Subscriber by the CATV franchisee for initial hookup, reconnection or relocation of equipment necessary to transmit the CATV signal from the distribution cable to a subscriber's receiver.

f. "Demarcation Point." A point at or about twelve (12) inches outside of where the cable wire enters the building.

g. "Designated Representative." The person or persons designated in writing by Franchising Authority to be the designated representative and agent of the Franchising Authority under this Franchise. Initially, the Designated Representative of the Franchising Authority shall be the Director of Community and Family Activities, and Franchising Authority may change such designation at any time and from time to time upon written notice to Franchisee.

h. "Franchise". The non-exclusive rights granted hereunder to construct and operate a cable television system along the public ways in the Installation, or within specified areas in the Installation, and is not intended to include any license or permit required for the privilege of transacting and carrying on a business within the Installation as may be required by other franchises and laws of the Installation.

i. "Franchisee". Any cable operator who has been granted a franchise covering Fort Leonard Wood, Missouri, or any portion thereof, and any assignee of or successor in interest to such a cable operator. The phrase "the Franchisee" as used in this agreement means Cable America Corporation, or any successor or assign.

j. "Franchising Authority". The person, department, office, or agency designated by the Installation Commander to act in matters related to cable television. The Director of Community and Family Activities is the Franchising Authority for Fort Leonard Wood, Missouri.

k. "Gross Revenues" shall mean all revenues received from subscribers for CATV Services, excluding revenues from USAECFLW appropriated fund, CATV Institutional Subscribers, and excluding taxes, franchise fees or other assessments collected for governmental authorities, bad debt expense, and subscriber deposits.

l. "Individual Residence," A separate house or that portion of duplex, apartment house, etc.; utilized as a single family or single soldier dwelling unit.

m. "Installation." That geographic area subject to the control of the installation commander, including Government owned housing or supported activities outside the perimeters of the military installation.

n. "Institutional Subscribers". Any subscriber who is either a governmental subscriber or a nonappropriated fund subscriber.

o. "Maintenance." Work that must be accomplished to maintain the level of system performance outlined in the Technical Specifications. This includes replacement of cable and transmission equipment deemed to be at the end of its useful life cycle and other preventive maintenance deemed necessary by Franchisee.

p. "Master Antenna Television (MATV) System." A television reception service which receives broadcast radio frequency television signals, FM radio programs, or satellite programming and distributes same through a cable distribution system to standard television receivers.

q. "Non-Institutional Subscribers." Any subscriber on Fort Leonard Wood other than an institutional subscriber.

r. "Premium Service." Any programming delivered for a fee charged on a per-channel or per-program basis.

s. "Program Origination Equipment." A modulator and related equipment necessary to connect Franchisee's equipment to Franchisee's CATV system.

t. "Subscriber." Any on-installation person, group, organization (including concessionaires), appropriated or nonappropriated fund activity that procures CATV services made available pursuant to the terms of the CATV Franchise Agreement.

u. "Tap." A passive device installed in the CATV System feeder lines to provide signal to the subscribers's drop.

v. "User Fee." The periodic service charge paid by subscriber to the CATV franchisee for CATV service.

w. "Viewing Area." As used herein, means that portion of an activity building that can be served by a single outlet. This may include a single hospital room, a single barracks room, a separate room in an officers' club, a day room, or similar area.

x. "Joint Use Pole." Pole used jointly for power and CATV/ETV.

### 3. Disclaimer of Official Sanction.

In soliciting subscribers following execution of this Agreement, the Franchisee shall under no circumstances purport to offer its services as an officially sanctioned or recommended benefit or in any way convey the impression that subscription is anything other than totally voluntary on behalf of subscribers.

4. Nondiscriminatory Availability. The Franchisee shall not, as to rates, fees, charges, service, service facilities, or in any other respect, grant undue preference to any non-institutional subscriber or class of non-institutional subscribers. However, connection, transfer, and user fees may be reduced for special non-institutional subscriber areas, such as barracks where required to comply with the terms of the Franchise Agreement.

5. Term of CATV Franchise Agreement. This Agreement shall take effect on 1 May 1997 and shall expire on 30 April 2007 unless terminated beforehand pursuant to the terms of this Agreement. Without regard to whether the terms "exclusive" or "non-exclusive" may be used in the franchise agreement, no franchise granted shall be deemed to preclude the Franchising Authority from granting such other franchises to use and occupy the rights-of-way of the Installation for cable television or any other purposes as the Franchising Authority may deem appropriate in order to serve the needs and interests of the U.S. Army, the Installation and its personnel. Provided, however, if additional franchises or other similar rights are granted, they shall not be granted on terms more favorable than those contained in any pre-existing franchise unless the pre-existing franchisee is permitted to abide by the most favorable terms and conditions.

6. Pole Maintenance Responsibilities & Utility Charges.

a. The Franchisee agrees that the installation, maintenance, repair, or detachment/removal of television cables, equipment or appurtenances that are attached to joint use poles and structures on the installation, is the responsibility of the Franchisee.

b. Where a joint use pole is broken or damaged due to no fault of the Franchisee, it is the Government's job to replace such pole and the Government shall begin work to replace or repair said pole within one hour of notification. Once the pole has been replaced, it is the Franchisee's responsibility to reattach or install any cable, equipment, or appurtenances to said pole at no cost to the installation or the Franchising Authority. The Government will schedule the work with the Franchisee at least 5 working days in advance. The Franchisee agrees to cooperate with the Government in situations involving joint use poles and to re-establish services to on-installation subscribers as quickly as possible.

c. Upon discontinuance of television service from a pole, Franchisee will remove all cable and equipment from said pole. If the pole is not a joint-use pole, the Franchisee will remove the pole from the ground as soon as possible, unless requested to leave the pole in place by the Franchising Authority. All poles removed shall become the property of the installation.

d. The Government shall be responsible for the removal and relocation of any joint use poles where current poles interfere with new construction, building demolition, or other infrastructure improvements. The Franchisee shall be responsible for the removal and relocation of any non-joint use poles which interfere with new construction, building demolitions, or other cable infrastructure improvements. Regardless of whether the pole is joint-use or otherwise, the Franchisee shall be responsible for all detachments and reattachments of Franchisee's cable and equipment. Franchisee shall also be responsible for all expenses of removing cable and associated equipment from existing poles and rerouting of cable to new poles.

#### 7. CATV Franchisee's Fees; Regulation of Rates.

a. All charges to subscribers shall be consistent with a schedule of fees for all services offered as established by the Franchisee. Franchisee's initial charges shall be consistent with the rates provided to the Franchising Authority in Schedule A attached hereto. Changes in the fee schedule shall not take effect until at least thirty (30) days after notification of same is delivered to the Designated Representative and to current subscribers and users.

b. Except as expressly provided herein, the Franchisee shall not, with regard to fees, discriminate or grant any preference or advantage to any person; provided, however, that the Franchisee may establish different levels of service for different classes of subscribers, provided that the Franchisee shall not discriminate between any subscribers of the same class.

c. The Franchisee shall be required to apprise in writing each new subscriber of all applicable fees and charges for providing cable television service.

d. Franchisee may, at its own discretion, in a nondiscriminatory manner, waive, reduce or suspend connection fees and/or monthly service fees for promotional purposes.

e. Except as may be otherwise provided in a franchise, a subscriber shall have the right to have its service disconnected without charge; such disconnection shall be made as soon as practicable and in no case later than three (3) business days following notice to the Franchisee of same. No Franchisee shall enter into any agreement with a subscriber which imposes any charge following disconnection of service, except for reconnection and subsequent monthly or periodic charges, and those charges shall be no greater than charges for new customers. This Section shall not prevent a Franchisee from refusing service to any person because the Franchisee's prior accounts with that person remain due and owing.

f. Except as may be otherwise provided in a franchise, a Franchisee may offer service which requires advance payment of periodic service charges for no more than one (1) year in advance subject to conditions contained in this paragraph. A customer shall have the right, at any time, to have its service disconnected without charge and with a refund of unused service charges paid to the customer within thirty (30) days from the date of service.

g. If, during the franchise period, the Franchising Authority has or acquires authority to regulate rates charged by the Franchisee, it shall not be prevented from doing so by virtue of any clause contained in this Franchise Agreement.

8. Upgrade of Specker Barracks. Within thirty-six (36) months after the date hereof, Franchisee shall upgrade the CATV System in Specker Barracks pursuant to and in accordance with a schedule, plans and specifications developed by Franchisee and approved by Franchising Authority, said approval not to be unreasonably withheld or delayed.

9. Franchise Fee.

a. Franchise Fee. The Franchisee, in consideration of the privileges granted under the franchise for the operation of a Cable Television System within the public ways of the Installation, and the expense of regulation incurred by the Installation, agrees to pay to the Franchising Authority (or such other department or agency thereof as Franchising Authority directs Franchisee in writing from time to time) a franchise fee equal to five percent (5%) of Gross Revenues actually received by Franchisee for cable television services rendered throughout the term of this Agreement pursuant to and in accordance with the provisions of this Agreement. Franchise fees may be passed through to subscribers as a line item on subscriber invoices and/or otherwise. Notwithstanding anything to the contrary contained herein, in the event any Subscriber objects to and/or does not pay Franchisee the separate charge representing the franchise fee payable to the Franchising Authority, then Franchisee shall have no obligation hereunder to pay the Franchising Authority a franchise fee with respect to the Gross Revenues received from said Subscriber, unless and until Franchisee actually receives from said Subscriber payment of said separate charge(s).

b. Services. In addition to the franchise fee payable to Franchising Authority hereunder, Franchisee shall provide the Franchising Authority the following service at no expense to the Franchising Authority, or to any appropriated or nonappropriated fund instrumentality of the United States Army or other Executive Agency.

i. The Franchisee shall extend its existing CATV System to the Demarcation Point of any location identified from time to time by the Designated Representative, provided said location is within one hundred seventy-five (175) feet of an existing tap that is capable of carrying 450 or more MHz, without loss of signal (with three exceptions listed in Schedule C). Franchisee shall connect such location to the installation cable system operated by the Franchisee, provided the Franchising Authority pay Franchisee its customary charges for services and materials for installation of same. Notwithstanding anything to the contrary contained herein, Franchisee shall have no obligation to connect its cable system to any system not compatible with the CATV System and/or otherwise in compliance with all Federal Communication Commission ("FCC") requirements.

ii. Franchisee further agrees to upgrade any existing cable plant, not presently capable of carrying 450 or more MHz without loss of signal, to the required standard.

iii. Within five (5) years from the effective date of this Agreement, Franchisee covenants to upgrade any existing cable plant, not capable of carrying 550 or more MHz without loss of signal, to such standard.

iv. The Franchisee shall provide, at no charge, basic service tier programming to all outlets located in those facilities listed at Schedule B of this Agreement. Should any occupant or cable user, at any such location, desire to open a subscriber account and receive any enhanced tier or premium services, the Franchisee shall open an account for such subscriber and may charge such accounts the following fees:

(1) The current charge for the enhanced service or premium services requested; and

(2) That portion of the current charge for basic tier services that equals the Franchisee's average costs for administering subscriber accounts. This fee may include the costs associated with opening an account, billings, collections, and terminations of services.

c. Payments. Payments of the franchise fee shall be due and payable to the Franchising Authority forty-five (45) days after the end of each calendar quarter, with respect to Gross Revenues actually received by Franchisee during the prior calendar quarter (but excluding Gross Revenues payable to Franchisee for cable television services rendered prior to the effective date of this Agreement, namely, May 1, 1997).

d. Reporting. Each payment shall be accompanied by a certificate of an officer of Franchisee certifying the Gross Revenues for the calendar quarter to which the report relates and the franchise fee due and payable to the Franchising Authority hereunder.

#### 10. Technical Requirements.

a. The Franchisee initially agrees to carry the programming specified in Schedule D and to conform its system to the construction, installation and performance requirements set forth in 47 CFR Section 76.601 et. seq. (the "Technical Requirements"). The programming set forth on Schedule D is discretionary, and may change at any time and from time to time, in the sole and absolute discretion of Franchisee.

b. The Franchisee agrees to conduct demonstrations of the performance of its system, utilizing franchisee's test equipment, at the following times: within the deadline specified in the clause of this Agreement entitled "Construction and Operation Deadline," at least once each calendar year (at intervals not to exceed 14 months) and when requested in writing to do so by the Franchising Authority or representative to resolve any dispute over the performance

of the system. These demonstrations shall enable the Franchising Authority, or representative, to determine whether the system meets the performance requirements set forth in the Technical Requirements and shall be without cost to the Franchising Authority or any subscribers. In the event the system does not meet the Technical Requirements, Franchisee shall have thirty (30) days to cure said failure. The Franchising Authority, at its option and expense, may have a private consultant conduct system tests to determine if the level of system performance specified in the Technical Requirements is being met.

c. Following written notice to the Franchisee, the Designated Representative and Director of Public Works shall have a right of access to the Franchisee's facilities and equipment for purposes of inspection to ensure compliance with the terms and conditions of this Agreement.

#### 11. Construction and Operation Deadline.

a. Subject to the provisions and limitations set forth in Section 9 hereof, upon request by the Designated Representative, the Franchisee shall extend cable services to the Demarcation Point of any location which is within one hundred seventy five (175) feet of an existing tap that is capable of carrying 450 MHz, without loss of signal. Franchisee hereby agrees that all such extensions to the system shall be fully constructed, and at Franchising Authority's request and expense, installed and thereafter, operational, in full compliance with the Technical Requirements, within 45 days after receipt of requests. Except as otherwise set forth herein, such extensions of the system shall be at no cost to the Franchising Authority in accordance with Paragraph 9 of this Agreement.

b. The Franchisee is not under any obligation to extend cable services to locations more than one hundred seventy five (175) feet from an existing tap that is capable of carrying 450 MHz, without loss of signal. However, the Franchisee is authorized to extend service to such areas at any time following proper coordination as required in subsequent sections herein. Where the Franchisee declines to extend services to new areas, the Franchisee nevertheless agrees to provide the Franchising Authority with a detailed estimate setting forth the work and materials required to extend services to such new locations. Should the Installation issue a solicitation for such work, the Franchisee may submit a proposal in response to such solicitation. Should a contractor other than the Franchisee be awarded such a contract, Franchisee agrees to cooperate with such Contractor and provide whatever information is deemed necessary to ensure that any cable or equipment installed is compatible with the Franchisee's equipment and meets all FCC requirements. The Franchisee shall be responsible for the actual connection of such newly installed Installation equipment to the Franchisee's service taps, provided said newly installed Installation equipment is compatible with Franchisee's system and constructed in accordance with the Technical Requirements set forth herein, and Franchisee is reimbursed for all costs incurred in connection with same.



## 12. Continuity of Service.

a. The Franchisee hereby agrees to make every effort to ensure that cable signals meeting the performance requirements of this Agreement are available on an uninterrupted basis at every subscriber's outlet on the installation, excepting only those subscribers whose accounts are delinquent for 31 days or longer. In the event the Franchisee transfers or assigns its cable system, Franchisee shall use best efforts to ensure that all subscribers receive continuous, uninterrupted service during the transfer process.

b. In the event that signal interruption (as defined below) occurs other than on account of force majeure or on account of any damage, misuse or vandalism caused by or on the user's residence or viewing area, and such signal interruption continues for a period of 12 hours or more, the subscriber or subscribers affected shall be entitled to a reduction in monthly user fees in an amount equal to 1/60 of the monthly user fee for each full 12 hour period or portion thereof beginning at the time of the service call, for which the signal interruption continues. In the event that signal interruption occurs on account of force majeure or on account of the acts or omissions of any person or persons, and such signal interruption continues for a period of forty-eight (48) hours or more, the subscriber or subscribers affected shall be entitled to a reduction in monthly user fees in an amount equal to 1/30 of the monthly user fee for each full 24 hour period or portion thereof beginning at the time of the service call, for which the signal interruption continues. The Franchisee agrees to notify each subscriber in writing of subscriber's rights in this regard at the time service to the subscriber is initiated. For purposes of this Agreement, "signal interruption" shall mean the failure of either the CATV System in its entirety or two (2) or more channels therein.

13. Notice to Franchisee to Initiate or Discontinue Service at a Subscriber's Location. The Franchisee shall have 5 workdays to respond to a subscriber's direction to initiate service provided such subscriber does not owe on previous accounts with the Franchisee, shows proper identification and is available during regularly scheduled work hours (between 0800 and 1700 hours weekdays) for an installation. The Franchisee shall have 5 workdays to respond to a subscriber's direction to discontinue service. However, the subscriber directing discontinuation of service shall in no event be billed for any service provided after the third business day following either the day Franchisee receives subscriber's direction (verbal or written) to discontinue service or the day the subscriber desired service to cease, whichever is later.

## 14. Repair and Complaint Service.

a. The Franchisee agrees to procedures identified below for the investigation and resolution of all complaints regarding cable television operations. Notice of the procedures for reporting and resolving complaints will be given to each subscriber, by the Franchisee, at the time of initial subscription to the cable system.

b. When notified to do so by a subscriber, or by the Designated Representative, the Franchisee agrees to make repairs, as necessary, at a subscriber's location as quickly as possible and on a totally nondiscriminatory basis and in accordance with the customer service requirements adopted by the Federal Communication Commission from time to time (47 CFR §76.309(c)). The Franchisee's local agent for complaint and repair purposes shall be Franchisee's office located at 690 Missouri Avenue, Suite 13, St. Robert, Missouri 65583 (or such other address as Franchisee may designate in writing from time to time), and it can be reached by subscribers for complaint purposes by toll-free telephone and it shall be available during the following normal hours: 0800-1700, Monday-Friday and 0900-1300, Saturdays in its business office. Emergency repair for other than normal hours may be obtained by contacting the franchisee's agent, at a toll-free telephone. Failure to make needed repairs at a subscriber's location shall constitute a "system interruption", and shall entitle the subscriber to the remedies set forth in subparagraph b of the clause of this Agreement entitled "Continuity of Service."

15. Emergency Temporary Broadcasting Capability. As part of the consideration for the granting of this CATV franchise, the CATV Franchisee agrees to modify its system (or to construct its system) in a fashion that will allow the installation to interconnect program origination equipment to establish an emergency temporary broadcasting capability and supplied by the Franchisee within the CATV system. Under this capability, the installation commander shall be able to broadcast emergency messages to, and only to, all on-installation subscribers. The Government reserves the right to designate the site from which such broadcasts shall originate. The Government warrants that this broadcasting capability shall be used only in emergency situations, and for monthly testing purposes, and then for the shortest possible period of time required to convey emergency messages; and that it shall adhere to any applicable FCC regulations. The channel translating, blocking and tone-switching equipment, together with the modulators, hybrid junctions or similar facilities required to establish this capability, shall be maintained at the Franchisee's expense.

16. Reservation of Command/Educational Channels. The Government desires to have 4 channels on the CATV system for use by the installation at no cost to the Government. These channels will not be viewed by non-Government subscribers during periods of Government use. Any additional channels will be available under a Leased Access Channel Agreement mutually acceptable to Franchising Authority and Franchisee. The Franchisee shall not be obligated to provide program origination equipment to the installation for use in conjunction with these channels, unless modifications made by Franchisee to the CATV system makes the Government equipment incompatible. In this case, the Franchisee must provide compatible program origination equipment, at no cost to the Franchising Authority or to any appropriated or nonappropriated instrumentality of the United States Army. The Franchisee shall provide, at Franchising Authority's cost and expense, channel converter boxes for television sets at all locations listed in Schedule E, which are not capable of receiving the command channels.

17. Approval of Franchisee's Construction Operations.

a. The construction or placement of any equipment or facilities on the installation by the CATV Franchisee (including temporary buildings, if needed), as well as any alterations or additions to existing Government property, shall be approved in advance by the Franchising Authority, and shall be accomplished at the Franchisee's expense. Approval of the placement or location of CATV equipment or facilities may be denied, withdrawn or modified at any time if necessary to avoid or minimize interference with Government operations or activities. The Franchisee shall not be entitled to reimbursement for any expenses associated with the relocation of any equipment or facilities required by the withdrawal or modification of approval. Furthermore, the Franchising Authority shall have the right to require the CATV Franchisee to restore a site to its original condition, or as it appeared prior to the placement of CATV equipment or facilities, if withdrawal of approval and removal of CATV equipment or facilities is deemed essential.

b. The Franchisee shall obtain an excavation permit for installation of any new utility poles or other excavation. Permits may be obtained from Utilities Division, Directorate of Public Works. Any new cable placement on the installation should be as buried cable or, with approval, placed in available conduits. All permits must be completed and signed by each activity, commercial or Government, with underground facilities/equipment. Facilities/equipment include commercial and Government phone cable, gas lines, power lines, sewer and water, alarm cables, and conduit.

c. The Franchisee shall coordinate any tower installation with the Franchising Authority, and obtain approval from the Federal Aviation Agency prior to erection of the tower.

d. Electromagnetic Interference Survey results will be coordinated with the Directorate of Public Works for setting of towers or earth terminals, as location of all structures must conform to the master plans of Fort Leonard Wood.

18. Existing Government Poles, Equipment and Underground Facilities.

a. In constructing new facilities or relocating existing equipment and cable, Franchisee agrees to make maximum use of existing Installation utility poles and equipment, unless evidence is presented to the Franchising Authority that it would be less costly to install new facilities. Where existing Installation utility poles are not available, Franchisee further agrees to install new cable and equipment underground wherever such installation would be economically feasible.

b. Where the CATV Franchisee installs its own cable-carrying facilities, it hereby grants the Government a free right of common user for purposes not inconsistent with the operation of the CATV system. Any such installations shall comply with the requirements of the National Electric Safety Code.

c. In conjunction with the Cable Communications Policy Act of 1984 as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, Section 627 'Conditions of Sale', the Franchisee may, at its option and expense, elect to remove any cable-carrying facilities it may have installed and to restore sites to as reasonably as practical former conditions within one hundred eighty (180) days after expiration or termination of this Agreement. The Franchisee further agrees to move CATV equipment and facilities at its expense if required to do so by alterations in Government cable-carrying facilities. The Franchisee agrees to coordinate its construction activities with such other construction activities on the installation as the Franchising Authority directs.

d. The Franchisee shall submit a request for approval to the Operations Branch of the Directorate of Public Works for any new or additional attachments or installation of equipment on joint use poles. Approval by the Franchising Authority for the additions shall be obtained prior to the placement.

19. Liability for Utility Costs. The Franchisee shall be liable for all utility costs resulting from its operations on the installation, but not for any costs resulting from the operations of other entities. Utility and Trash services may be obtained from the Installation by entering into a utility sales agreement with the Installation Directorate of Public Works.

20. No Other Government Furnished Property or Support. The Franchising Authority and the Installation have no obligation to provide any property or support for the Franchisee's cable system other than that specified in this Agreement. Rights to non-installation property, such as easements over private land, required to install and to operate the system, shall be acquired at the expense and solely through the efforts of the Franchisee or its agents. The Franchising Authority and the Installation shall not be required to furnish any spares for the existing installation furnished property.

21. Franchisee Maps or Plats. The Franchisee agrees to provide the Franchising Authority, or representative, upon request, available maps, plats, or equivalent documents describing the location of all CATV equipment, facilities and material that the Franchisee has placed or will place on the installation.

22. Safety Requirements The Franchisee agrees to conduct all of its construction, installation, or maintenance activities in accordance with the fire, safety, and accident prevention regulations of the installation or higher command and to adhere at all times to the security regulations governing the installation. The applicable regulations shall be made available for review on the Installation by the Franchising Authority or his representative.

23. Hold Harmless Agreement. The Franchisee shall save and hold harmless the Franchising Authority, the United States, and the departments, instrumentalities, representatives, employees and agents of either the Franchising Authority or the United States, or both, from any claims of third parties arising out of or from accidents or incidents involving acts or omissions of the

Franchisee, its officers, agents, or employees, occurring as a result of the performance of the terms and conditions of this Franchise Agreement. The Franchisee shall similarly save and hold harmless the Franchising Authority, the United States, and the departments, instrumentalities, representatives, employees and agents of either the Franchising Authority or the United States or both, for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the installation, or any property thereon, or for damages to the property of the Franchisee, or for injuries to the person of the Franchisee (if an individual), or for damages to the property or injuries to the person of the Franchisee's officers, agents, or employees, or others who may be on the installation at their invitation or the invitation of any one of them. The foregoing provisions of this clause entitled "Hold Harmless Agreement," as well as the provisions of the subsequent clause entitled "Indemnification" shall not apply to that portion of any injury or damage directly and proximately caused by the negligence or willful misconduct of the Franchising Authority, the United States or the employees of either when acting within the scope and course of their employment.

24. Indemnification. The Franchisee hereby agrees to indemnify the Franchising Authority, the United States, and the departments, instrumentalities, representatives, employees and agents of either the Franchising Authority or the United States, or both, against any and all expenses, taxes, liabilities, and charges of whatever kind or nature that may arise as a result of the activities of the Franchisee, whether said liability be tortious, contractual or other. The Franchisee also agrees that it will, at its expense, repair or replace, at the Franchising Authority's option, any property on Fort Leonard Wood that it may damage or destroy. If the Franchisee fails or refuses to repair damaged property in a timely manner, the Franchising Authority shall be entitled to effect repairs through other means and to impose the costs on the Franchisee.

25. Non-transferability of Franchisee Rights. The Franchisee shall neither transfer nor assign any rights under this Agreement or any property on the Installation, nor lease or sublet the Installation or any part thereof or any property thereon, nor grant any right, interest, privilege, or license whatsoever in connection with this Agreement without permission in writing from the Franchising Authority. Permission to transfer or assign rights under this Agreement to a successor in interest to the Franchisee shall not be unreasonably withheld.

26. Termination for Cause. The Franchising Authority reserves the right to terminate this Franchise Agreement and revoke any franchise granted hereunder by written notice to the Franchisee at any time that the Franchisee:

a. Refuses or fails to substantially meet any of its material obligations under this Agreement, including but not limited to those set out below, within a period of 10 days (or such longer period as the Franchising Authority may authorize in writing) after receipt of notice from the Franchising Authority specifying such failure, unless the Franchisee demonstrates to the satisfaction of the Franchising Authority that no action is necessary or submits a plan satisfactory to the Franchising Authority to meet such material obligations under new and mutually agreed upon terms, conditions, and time-frames;

b. Fails to meet the construction and operation deadline established pursuant to the clause of this Agreement entitled "Construction and Operation Deadline," unless such failure is due to factors beyond the control of the Franchisee, or the Franchising Authority in his discretion determines such failure is reasonably excusable and the Franchisee submits a plan for corrective action acceptable to the Franchising Authority and starts to take corrective action in accordance with such plan;

c. Becomes insolvent or is adjudged bankrupt or is unable or unwilling to pay its debts, including subscriber refunds, where owed;

d. Willfully breaches the clause of this Agreement entitled "Non-transferability of Franchise Rights";

e. Fails to obtain, loses, or fails to achieve renewal of any applicable governmental license that may be required to operate; or

f. Is placed on the list of debarred, ineligible, or suspended firms maintained by the General Services Administration.

g. The written notice to be provided to Franchisee under this section shall allow at least 60 days for Franchisee to produce evidence on its behalf justifying dismissal of the notice or mitigation of the penalty. Upon consideration of Franchisee's submission, the Franchising Authority may hold additional hearings, may invoke the proposed or lesser penalties or may withdraw the notice. Franchising Authority shall issue a written decision stating the grounds and evidence upon which its decision is based. The Franchisee may bring an appeal of the decision to any court of competent jurisdiction.

27. Liability Upon Expiration or Termination. The Franchisee assumes all liability and expense whatsoever for recovery of fixed costs required to install the cable system and to put it into operation and for any other costs incurred by the Franchisee as a result of the expiration of this Agreement or of its termination for cause. Where, however, negotiations for the award of a new Franchise Agreement are made necessary by the expiration of the term of this Agreement or by the termination of this Agreement, where feasible and where the equipment of the cable system has continued utility to the Installation, the incumbent Franchisee shall be permitted to offer its installed facilities for sale to those who desire to submit proposals for any new or successor Franchise Agreement.

28. Deactivation of the Installation. The Franchisee assumes all liability and expense whatsoever for recovery of costs relating to the installation, construction and hookup of the cable system, and for any other costs, should the installation covered by this Agreement be deactivated in whole or in part. In such event, underground installations, other equipment, facilities and material may, at the discretion of the Franchising Authority, be abandoned in place.

29. Removal of Facilities. The Franchisee may remove from the installation, at the Franchisee's expense, all equipment, facilities and materials of the cable system, and to restore affected areas to their former condition, within one hundred eighty (180) days after expiration or termination of this Agreement.

30. Protection of Subscriber Privacy.

a. At the time of entering into an agreement to provide any cable service or other service to a subscriber and at least once a year thereafter, the Franchisee shall provide notice in the form of a separate, written statement to such subscriber which clearly and conspicuously informs the subscriber of:

- (1) the nature of personally identifiable information collected or to be collected with respect to the subscriber and the nature of the use of such information;
- (2) the nature, frequency, and purpose of any disclosure which may be made of such information, including an identification of the types of persons to whom the disclosure may be made;
- (3) the period during which such information will be maintained by the Franchisee;
- (4) the times and place at which the subscriber may have access to such information; and
- (5) the limitations provided by law with respect to the collection and disclosure of information by the Franchisee and the right of the subscriber to enforce such limitations.

b. The Franchisee shall not use the cable system to collect personally identifiable information concerning any subscriber (except records of aggregate data which do not identify particular persons) without the prior written or electronic consent of the subscriber concerned, except that the Franchisee may use the cable system to collect such information in order to:

- (1) obtain information necessary to render a cable service or other service provided by the cable operator to the subscriber; or
- (2) detect unauthorized reception of cable communications.

c. The Franchisee shall not disclose personally identifiable information concerning any subscriber without the prior written or electronic consent of the subscriber concerned, except that the Franchisee may disclose such information if the disclosure is:

(1) necessary to render or conduct a legitimate business activity related to a cable service or other service provided by the Franchisee to the subscriber;

(2) made pursuant to a court order authorizing such disclosure, if the subscriber is notified of such order by the person to whom the order is directed; or

(3) a disclosure of the names and addresses of subscribers to any cable service or other service, if:

(a) the cable operator has provided the subscriber the opportunity to prohibit or limit such disclosure, and

(b) the disclosure does not reveal, directly or indirectly, the extent of any viewing or other use by the subscriber of a cable service or other service provided by the cable operator, or the nature of any transaction made by the subscriber over the cable system of the cable operator.

d. A cable subscriber shall be provided access free of charge to all personally identifiable information regarding the subscriber which is collected and maintained by the Franchisee. Such information shall be made available to the subscriber at reasonable times and at a convenient place designated by the Franchisee. A cable subscriber shall be provided reasonable opportunity to correct any error in such information.

e. The Franchisee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information either from the subscriber or pursuant to a court order.

### 31. Insurance.

a. The Franchisee shall, at its own expense, provide and maintain during the entire performance period of this Franchise at least the kinds and minimum amounts of insurance required as follows:

<u>Type</u>	<u>Amount</u>
(1) Workmen's Compensation	as required by Missouri Law
(2) General Liability Insurance	Bodily Injury Liability \$500,000 per occurrence Property Damage \$ 50,000 per occurrence



(3) Automobile Liability Insurance	\$200,000 per person and \$500,000 per occurrence for bodily injury and \$ 25,000 per occurrence for property damage
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b. Before commencing work under this contract, the Franchisee shall certify to the Franchising Authority in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the interest of the Franchising Authority, shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe or (2) until 30 days after the insurer or the Franchisee gives written notice to the Franchising Authority, whichever period is longer.

c. The Franchisee shall insert the substance of this clause, including this paragraph, in subcontracts under this Franchise that require work on the installation and shall require subcontractors to provide and maintain the insurance required in the section above or elsewhere in the Franchise Agreement. At least 5 days before entry of each such subcontractor's personnel on the installation, the Franchisee shall furnish (or ensure that there has been furnished) to the Franchising Authority a current certificate of insurance, meeting the requirements of paragraph b above, for each subcontractor.

32. Amendments to Franchise Agreement. The Franchisee agrees to incorporate in the Franchise Agreement any mandatory changes necessitated by changes to FCC rules and regulations within one year of effective date of such changes, unless the FCC require earlier implementation.

33. Installation Commander. The use and occupation of the Installation shall be subject to the general supervision and approval of the Installation Commander and to such rules and regulations (consistent with the express provisions of this Franchise Agreement) as may be prescribed by him from time to time which rules shall not abrogate the contractual rights granted herein.

34. Land Required by Franchisee. Use of Government land required by the Franchisee for antenna/receiver site(s) or other purposes, if any, may be allowed if requested and if available. The Franchisee will coordinate all requests for and with the Directorate of Information Management, and the Franchising Authority will use best efforts to secure approval of Franchisee's use of any reasonably available land so requested.

35. Force Majeure. Notwithstanding any provision contained in this Franchise Agreement to the contrary, neither the Franchising Authority nor Franchisee, nor any successor in interest shall be considered in breach, violation or default of their respective obligations under this Franchise Agreement, and times for performance of obligations hereunder shall be extended, in the event of

any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; war; restrictive government regulations; supplier delays; acts of God; natural disasters; civil disturbances; power outages; telephone network outages; unusual weather conditions; unusually adverse weather or wet soil conditions; unusually adverse atmospheric conditions; or other causes beyond the parties' reasonable control, including, but not limited to, any court order or judgment resulting from any litigation affecting the validity of this Franchise Agreement.

36. Severability. If any section, subsection, clause, sentence, or phrase of this Franchise Agreement is for any reason held unconstitutional, illegal, or otherwise invalid by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

37. Billing and Payment: All billing and payment of fees will be on a direct subscription basis between Franchisee and user.

38. CATV Outlets in Family Housing: The Franchisee will install/maintain the number of outlets requested by the occupant, but not to exceed one outlet per room excluding the bathroom. Where TV receptacle already exists, the new outlet shall be in the immediate vicinity of electrical outlets, and located in the immediate vicinity of the existing TV outlet and shall not exceed 2' 0" above the floor. CATV electrical receptacle height is recommended. No CATV outlet shall be installed in exterior or masonry walls without prior approval from the Franchising Authority. All cable to CATV outlet shall be concealed. Once a CATV outlet is installed in a room, no relocation shall be allowed.

39. Establishment of Advisory Committee.

a. The Designated Representative may create a committee to act as an advisory body to the Installation Commander and the Designated Representative with regard to issues affecting the operation of Government, public or educational access channels, and the programs offered on such channels on the cable television system(s) on the Installation. In its advisory capacity, the Committee shall endeavor to promote and develop maximum involvement and utilization of the public and educational/cultural access channels.

b. The Committee may have the following specific functions, but not necessarily be limited to these functions:

(1) Develop a plan for maximum involvement and utilization of the public and educational or Government access channels.

(2) Submit annually a written advisory report to the Designated Representative reviewing said plan, recommending changes thereto, and describing fully the actions of the Committee for the preceding year.

(3) Assure that the operation of the non-Government access channels remains free from direct or indirect program censorship, and governmental interference with, or control of, program content.

(4) Adopt rules and regulations governing its meetings and other activities.

(5) Perform such other advisory functions as the Designated Representative may direct.

(6) The Committee may appear before the Designated Representative in any proceedings on matters pertaining to the cable communications system.

40. Employment Requirement. The Franchisee shall not refuse to hire, nor discharge from employment, nor discriminate against any person regarding compensation, terms, conditions, or privileges of employment because of age, sex, race, color, creed, or national origin. The Franchisee shall take affirmative action to ensure that employees are treated during employment without regard to their age, sex, race, color, creed or national origin. This condition includes, but is not limited to, the following: recruitment advertising, employment interviews, employment, rates of pay, upgrading, transfer, demotion, lay-off, and termination.

IN WITNESS WHEREOF, the undersigned, by and through their duly authorized representatives, have executed this Cable Television Franchise Agreement as of this 9<sup>th</sup> day of June, 1997, to be effective as of May 1, 1997.

CABLE AMERICA CORPORATION

By: 

Name: \_\_\_\_\_

CHRISTOPHER A. DYREK

Title: \_\_\_\_\_

VICE PRESIDENT

FORT LEONARD WOOD, MISSOURI

By: 

Name: \_\_\_\_\_

KEITH D. ELDER

Title: \_\_\_\_\_

DCFA

## SCHEDULE A

### CABLE TELEVISION SYSTEM SCHEDULE OF FEES\*

#### BASIC SERVICES

BROADCAST BASIC	\$ 5.30 month
BASIC PLUS	17.56 month
TOTAL BASIC SERVICE	22.95 month

#### PREMIUM SERVICES

HBO	10.95 month
SHOWTIME	9.95 month
THE MOVIE CHANNEL	9.95 month
CINEMAX	9.95 month
DISNEY	5.00 month
HBO/SHO/TMC	19.95 month
SHO/TMC/DIS	16.95 month
SHO/TMC	14.95 month

#### EQUIPMENT

NON-ADDRESSABLE CONVERTER	1.25 month
ADDRESSABLE CONVERTER	1.65 month
REMOTE CONTROL	9.95

#### INSTALLATION

UNWIRED HOME INSTALLATION	39.75
PREWIRED HOME INSTALLATION	29.25
ADDITIONAL OUTLET INSTALL (AT INITIAL INSTALL)	15.20
ADDITIONAL OUTLET INSTALL (SEPARATE TRIP)	27.00
WALL FISH (AN INITIAL INSTALL)	43.28
WALL FISH (SEPARATE INSTALL)	55.08
RECONNECT INSTALLATION	29.25
UNDERGROUND INSTALLATION	102.15
SERVICE FEE	14.04
TRANSACTION FEE	1.95

#### OTHER

TV GUIDE MONTHLY SUBSCRIPTION	2.60 month
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#### BULK BASIC

BROADCAST BASIC	4.50/unit/month
BROADCAST BASIC W/PLUS SERVICE	6.95/unit/month
BULK PREMIUM	7.00/unit/month

\*The above rates do not include applicable fees and taxes and are subject to change at the sole discretion of the Franchisee in accordance with FCC Rules and Regulations.

## SCHEDULE B

### FORT LEONARD WOOD CABLE TELEVISION SERVICE NON-PAYING

<u>AREAS TO BE SERVED</u>	<u>LOCATION</u>	ESTIMATED NUMBER OF OUTLETS
FLW Command Group	BLDG 3200	5
Public Affairs Office	BLDG 3200	1
Emergency Operations Center	BLDG 3200	1
Post Staff Duty Officer	BLDG 3200	1
Video Teleconferencing Center	BLDG 3201	1
(to be determined)		3

## SCHEDULE C

### ADDITIONAL CONNECTIONS FOR FRANCHISE

The Franchisee shall add the following locations, which are not within one hundred seventy five (175) feet of an existing tap capable of carrying 450 or more MHz, without loss of signal to the Installation Cable System operated by the Franchisee. Such additions to the current cable system shall be at no cost to the Franchising Authority, or to any appropriated or non-appropriated fund instrumentality of the United States Army.

FACILITY	BUILDING NUMBER	ESTIMATED NUMBER OF OUTLETS
Staff Judge Advocate Witness Waiting Rooms	1705	2
Staff Judge Advocate Legal Assistance Office	1706	1
Directorate of Contracting	606	2

## **SCHEDULE D**

### **PROGRAMMING**

Prevue Guide	ABC Springfield (33)
NBC Springfield (3)	WGN Superstation Chicago
FOX Springfield (27)	CBS Springfield (10)
PBS Springfield (21)	TBS Superstition Atlanta
ABC Columbia (17)	Educational Access
Cable Classified Ads	CBS Jefferson City (13)

## SCHEDULE E

### FORT LEONARD WOOD EDUCATIONAL TELEVISION (ETV) SERVICE LOCATIONS

#### BUILDING NUMBERS

310  
312  
315  
401  
404  
470  
498  
499  
500  
590  
606  
607  
625  
631  
636  
637  
638  
650  
651  
658  
732  
733  
740  
741  
750  
753  
768  
786

#### BUILDING NUMBERS

801  
804  
822  
825  
837  
838  
842  
843  
844  
980  
1000  
1008  
1009  
1016  
1022  
1023  
1367  
1607  
1703  
1704  
1705  
1706  
2100  
2836  
3200  
3201  
4193  
5400